

Balch Enterprises Inc.

Developers - Builders - License #427860

INFORMATIONAL 2

30960 Huntwood Ave.
Hayward, CA 94544
(510) 429-9400 FAX
(510) 429-9966

September 7, 2012

Terence Wong
Associate Planner
City of Fremont
39550 Liberty Street
Fremont, CA 94537-5006

VIA e-mail:

RE: Parking Easements for 200-210 Hammond Ave

Dear Terrence:

The 3-Parking easements shown on CUP Site Plan A2 as being assigned to Parcel #2 and noted as "27 spaces in easement, 6 spaces in easement and 6 spaces in easement" are taken from Parcel Map 8108. Easements for Parking spaces adjacent to Parcel #2, 200-210 Hammond Avenue are recorded on Parcel Map 8108, Recorded 5 June 2003. Parcel Map Book 270, pages 75 & 76, Series 326658 Alameda County Records.

The existing parking easements are noted on Parcel Map 8108 and the accompanying Owners Statement as follows:

27 Spaces in Easement - "PARKING EASEMENT 1" PM 8108. Owners Statement - "said owner does hereby grant that the designated Parking Easement #1, for the purpose of vehicle access and parking facilities upon, and over the land and said easements establish the right to enter on said areas and traverse established Parking Lot thereon. Said areas of land to be kept open and free from buildings and structures of any kind. "Parking Easement #1" is on Parcel 1 for the benefit of Parcel #2." There is no sunset clause.

6 Spaces in Easement to the West of Parcel #2 - "Easement Areas A & B" PM 8108

6 Spaces in Easement to the South of Parcel #2 - "Easement Area C" PM 8108

Easement Areas "A", "B" & "C" are for the purposes of Parking and Access upon, and over said areas of land and the right to enter on said land and traverse the established Parking Lot thereon. Said areas of land are to be kept open and free from buildings and structures of any kind. Use of access aisles is not exclusive.

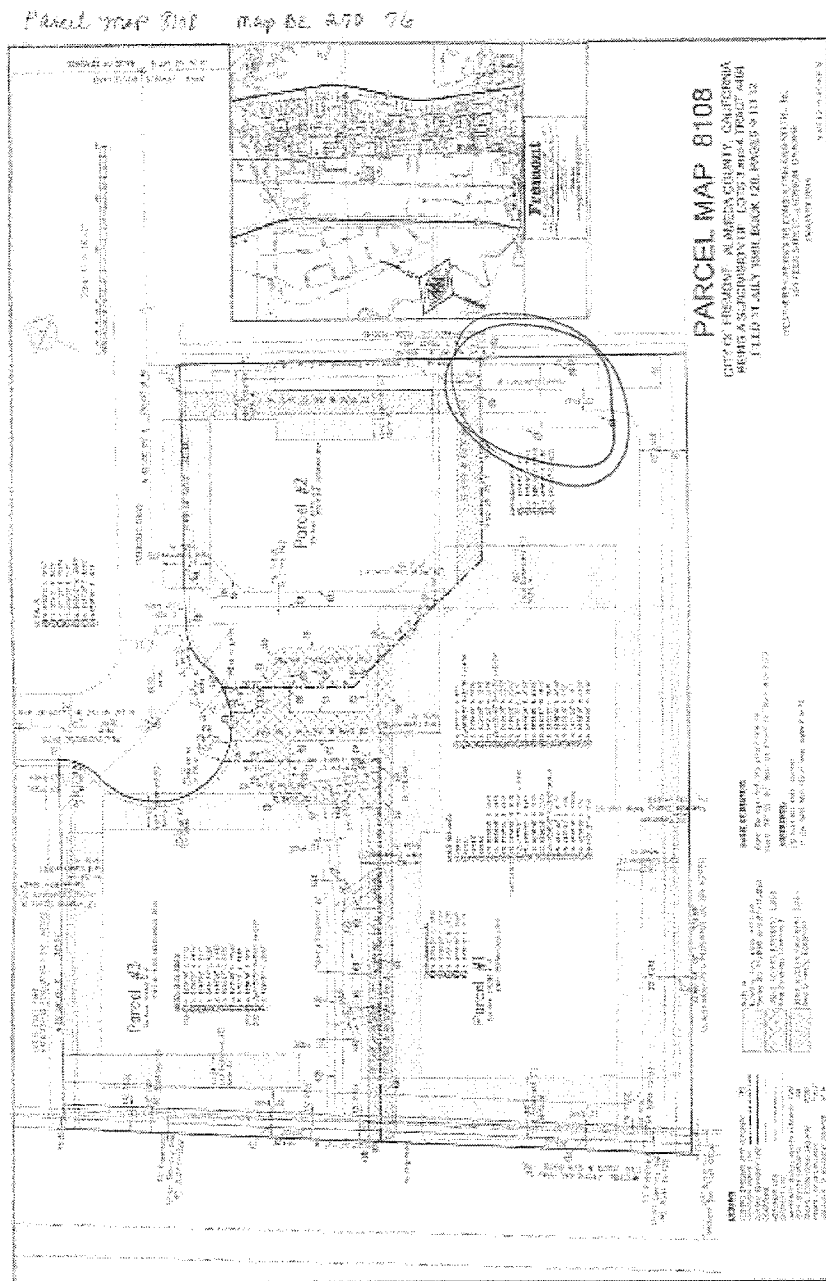
Easement Areas "A", "B" & "C" are on parcel #1, Parcel Map 8180 for the benefit of Parcel #2, Parcel Map 8180. Said Parcel map 8180 Recorded 5 June 2003, Parcel Map Book 270, pages 75 & 76, Series 326658 Alameda County Records. There is no sunset clause.

Sincerely,

BALCH ENTERPRISES, INC.

Wayne Fabrizio

cc: M/f, WF, CHOP



Page: 1

RECORDING REQUESTED BY
CHICAGO TITLE COMPANY
AND WHEN RECORDED MAIL TO

Hammond Westinghouse LLC
c/o Balch Enterprises
30960 Huntwood Avenue
Hayward, CA 94544



2004076872

02/24/2004 08:30 AM

OFFICIAL RECORDS OF ALAMEDA COUNTY
PATRICK O'CONNELL
RECORDING FEE: 34.00



10 PGS

Escrow No. 9235850 - LAB - WCC
Order No. 9235850 - SDC

SPACE ABOVE THIS LINE FOR RECORDERS USE

GRANT OF PARKING EASEMENTS

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
(Additional recording fee applies)

RECORDING REQUESTED BY
WHEN RECORDED RETURN TO:

Chicago Title Company
1646 N. California Blvd. #106
Walnut Creek, CA. 94596

GRANT OF PARKING EASEMENT

GRANTOR: HAMMOND WESTINGHOUSE, LLC, a California limited liability company
DOES HEREBY GRANT AND CONVEY TO GRANTEE: DESIGN ACQUISITION
CORPORATION, a California corporation, a parking easement over and above the
property described in Exhibit A attached hereto and made a part hereof, subject to the
following terms and conditions:

Recitals

- A. Grantor is the owner of Parcel 1 and Grantee is the owner of Parcel 2 as shown on Parcel Map 8108, recorded on June 5, 2003 in Book 270 of Parcel Maps at pages 75 and 76, Recorder's Series No. 326658, Official Records of Alameda County, California.
- B. Grantor, by separate deed, is conveying Parcel 2 to Grantee.
- C. There was created, by virtue of the recordation of said Parcel Map, a parking easement over and across Parcel 1 for the benefit of Parcel 2.
- D. The parties desire to add additional parking spaces over and across Parcel 1 to said easement by virtue of this conveyance.

The easement granted, which is described in Exhibits A and B is for the purpose of vehicle access and parking facilities upon and over said area of land. Said easements establish the right to enter upon said areas of land and traverse established parking lots thereon. Said areas of land are to be kept open and free from buildings and structures of any kind. The parking easement granted herein is for the exclusive benefit of Parcel 2. Drive aisles and access to the parking spaces are not for the exclusive benefit of Parcel 2, but may be used by Parcel 1 or as may otherwise be allowed through other types of Joint Vehicle Access Easements, Emergency Vehicle Access Easements or other easements that may have been granted. The maintenance of said facilities and appurtenances is the responsibility of Parcel 2. Said parking easement is not offered for dedication to the public.

Dated: January 16, 2004

HAMMOND WESTINGHOUSE, LLC,
a California limited liability company

By Balch Enterprises, Inc, a California
Corporation, its Managing Member

By 

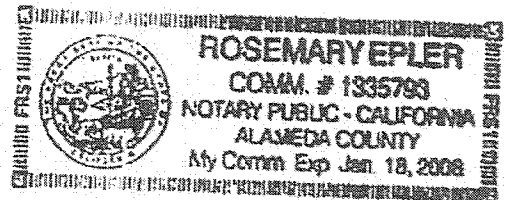
Jack W. Balch, President

State of California }
 } ss.
County of Alameda }

On January 16, 2004 before me, Rosemary Epler, Notary Public
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Jack W. Balch
Name(s) of Signer(s)

personally known to me (or proven to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Rosemary Epler
Signature of Notary Public

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27361.7

I certify and declare under penalty of perjury under the laws of the State of California that the non-photographically reproducible portion of the Notary Seal to which this declaration is attached is true and correct as follow:

Name of Notary:

LENNY EDER

Date of Commission expiration date:

Commission no.

1335793

County in which Notary oath and bond filed:

ALAMEDA

Seal manufacturer identification number:

FR1

Date:

2/23/04

Place of Signing:

WILSON CREEK, CA

City and State

Chicago Title Company, a California Corporation

By:

L. A. KOLZ

Title:

Exec. Asst.

EXHIBIT "A"
LEGAL DESCRIPTIONS
PARKING AND ACCESS EASEMENTS

Easement Areas "A", "B", and "C" are for the purpose of Parking and Access upon and over said areas of land and the right to enter on said areas of land and traverse the established Parking Lot thereon. Said areas of land are to be kept open and free from buildings and structures of any kind. Use of access aisles is not exclusive.

EASEMENT AREA "A"

All that certain real property situate in the City of Fremont, County of Alameda, State of California, and being a portion of Parcel 1, Parcel Map 8108, filed June 5, 2003 in Book 270 of Parcel Maps at pages 75 and 76, Series No. 326658, Alameda County Records and being more particularly described as follows:

Commencing at the Northwestern corner of Parcel 2, as shown on said Parcel Map 8108, from which corner a Standard City Well Monument at the intersection of Westinghouse Drive and Hammond Avenue, as said Monument is shown on said Parcel Map 8108, bears N 51°14'39" W 75.00 feet distant, thence S 24°01'22" E 22.82 feet to the True Point of Beginning;

Thence, S 65°58'38" W 17.00 feet;

Thence, S 24°01'22" E 19.00 feet;

Thence, N 65°58'38" E 17.00 feet;

Thence, N 24°01'22" W 19.00 feet, to the True Point of Beginning.

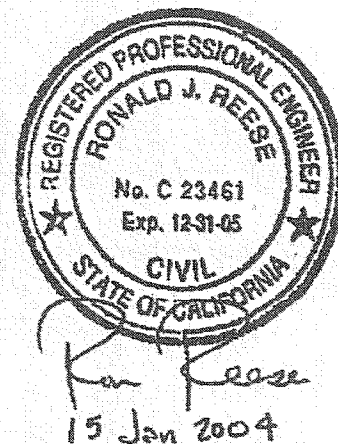
Containing 0.0074 acres, more or less.

END OF DESCRIPTION

EASEMENT AREA "B"

All that certain real property situate in the City of Fremont, County of Alameda, State of California, and being a portion of Parcel 1, Parcel Map 8108, filed June 5, 2003 in Book 270 of Parcel Maps at pages 75 and 76, Series No. 326658, Alameda County Records and being more particularly described as follows:

Commencing at the Northwestern corner of Parcel 2, as shown on said Parcel Map 8108, from which corner a Standard City Well Monument at the intersection of Westinghouse Drive and Hammond Avenue, as said Monument is shown on



said Parcel Map 8108, bears N 51°14'39" W 75.00 feet distant, thence S 24°01'22" E 63.82 feet to the True Point of Beginning;

Thence, S 65°58'38" W 25.95 feet;

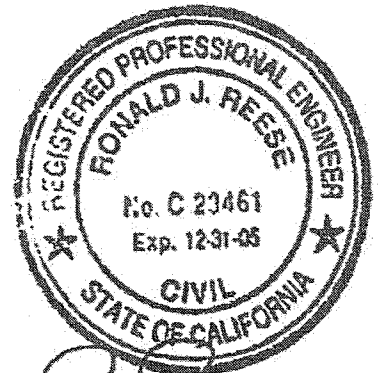
Thence, S 24°01'22" E 46.66 feet;

Thence, N 65°58'38" E 25.95 feet;

Thence, N 24°01'22" W 46.66 feet, to the True Point of Beginning.

Containing 0.0278 acres, more or less.

END OF DESCRIPTION



Ron Reese
15 Jan 2004

EASEMENT AREA "C"

All that certain real property situate in the City of Fremont, County of Alameda, State of California, and being a portion of Parcel 1, Parcel Map 8108, filed June 5, 2003 in Book 270 of Parcel Maps at pages 75 and 76, Series No. 326658, Alameda County Records and being more particularly described as follows:

Commencing at the Southeasterly corner of Parcel 2, as shown on said Parcel Map 8108, thence S 65°58'38" E 67.90 feet to the True Point of Beginning;

Thence, S 65°58'38" W 96.00 feet;

Thence, S 24°01'22" E 20.75 feet;

Thence, N 65°58'38" E 96.00 feet;

Thence, N 24°01'22" W 20.75 feet, to the True Point of Beginning.

Containing 0.0457 acres, more or less.

END OF DESCRIPTION

Easement Areas "A", "B", and "C" are on Parcel 1 of said Parcel Map 8108 for the benefit of Parcel 2 of said Parcel Map 8108.

Maintenance of said facilities and appurtenances is the responsibility of the Parcel using the Parking. Said Parking easements are not offered for dedication to the public.

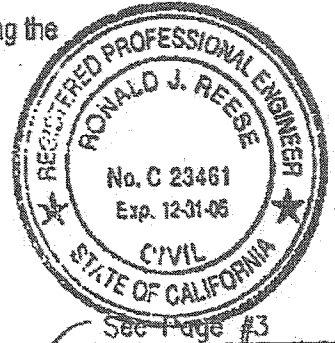
AFFECTS A.P.N. 519-1681-009-30 (Parcel 1)
A.P.N. 519-1681-009-31 (Parcel 2)

Parking and Access Easements:

Easement Areas "A", "B" & "C" are for the purpose of Parking and Access upon, and over said areas of land and the right to enter on said areas of land and traverse the established Parking Lot thereon. Said areas of land are to be kept open and free from buildings and structures of any kind. Use of access aisles is not exclusive.

Easement Areas "A", "B" & "C" are on Parcel #1, Parcel Map 8180 for the benefit of Parcel #2, Parcel Map 8180 (Said Parcel Map 8108 Recorded 5 June 2003, Parcel Map Book 270, pages 75 & 76, Series 323658 Alameda County Records)

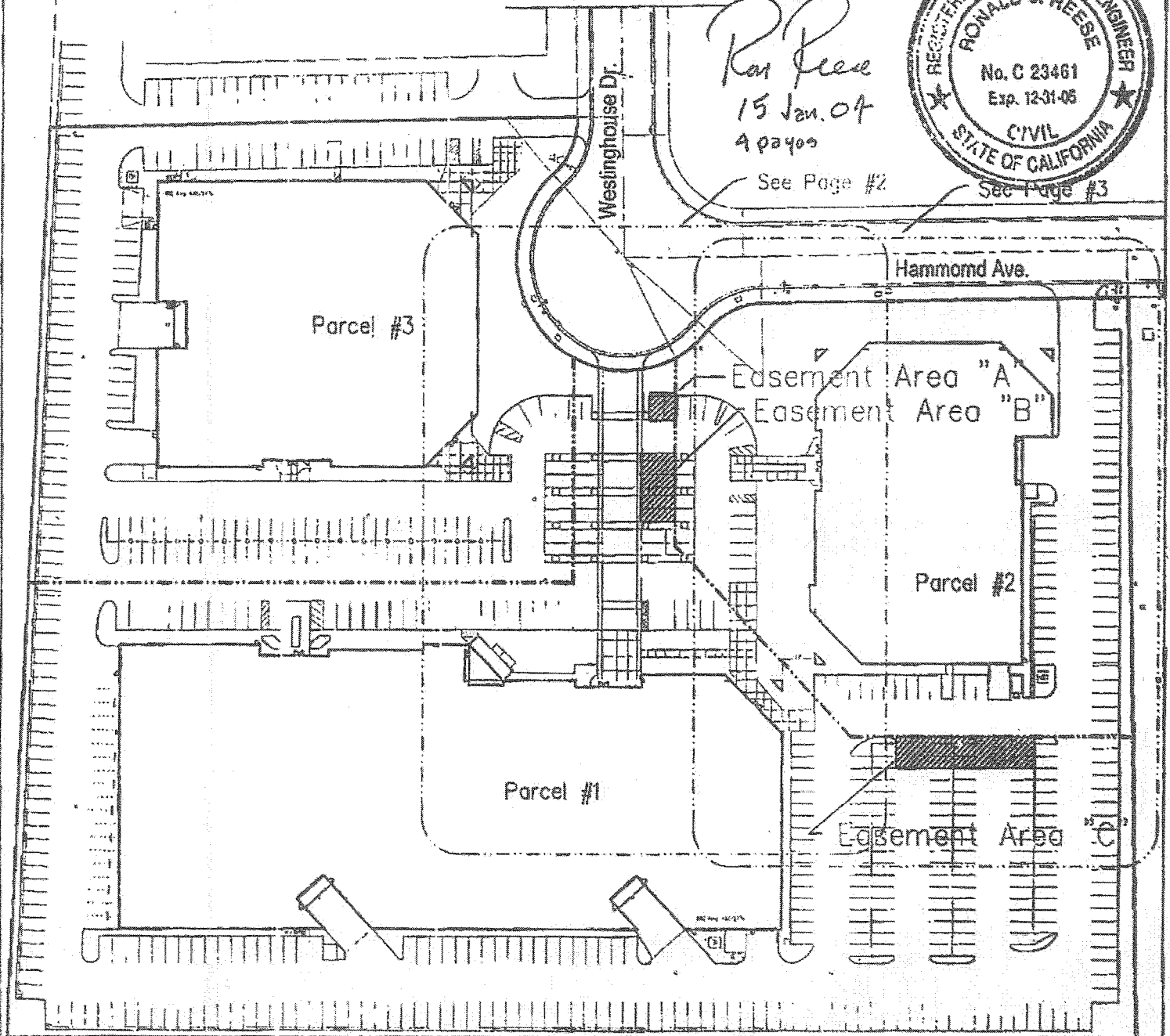
Maintenance of said facilities and appurtenances is the responsibility of the Parcel using the Parking. Said Parking easements are not offered for dedication to the public.



R. Reebe
15 Jan. 04
4 p. 405

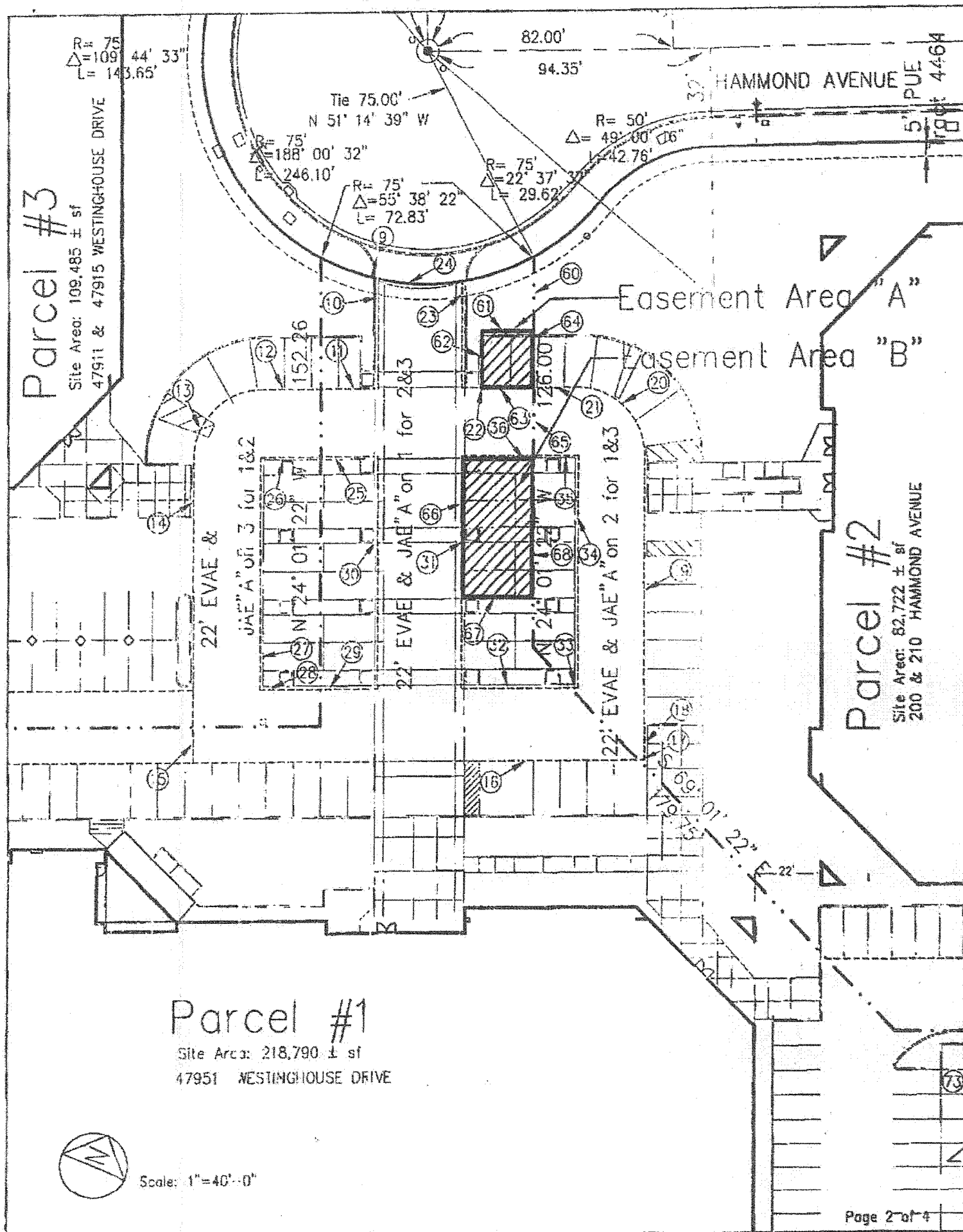
See Page #2

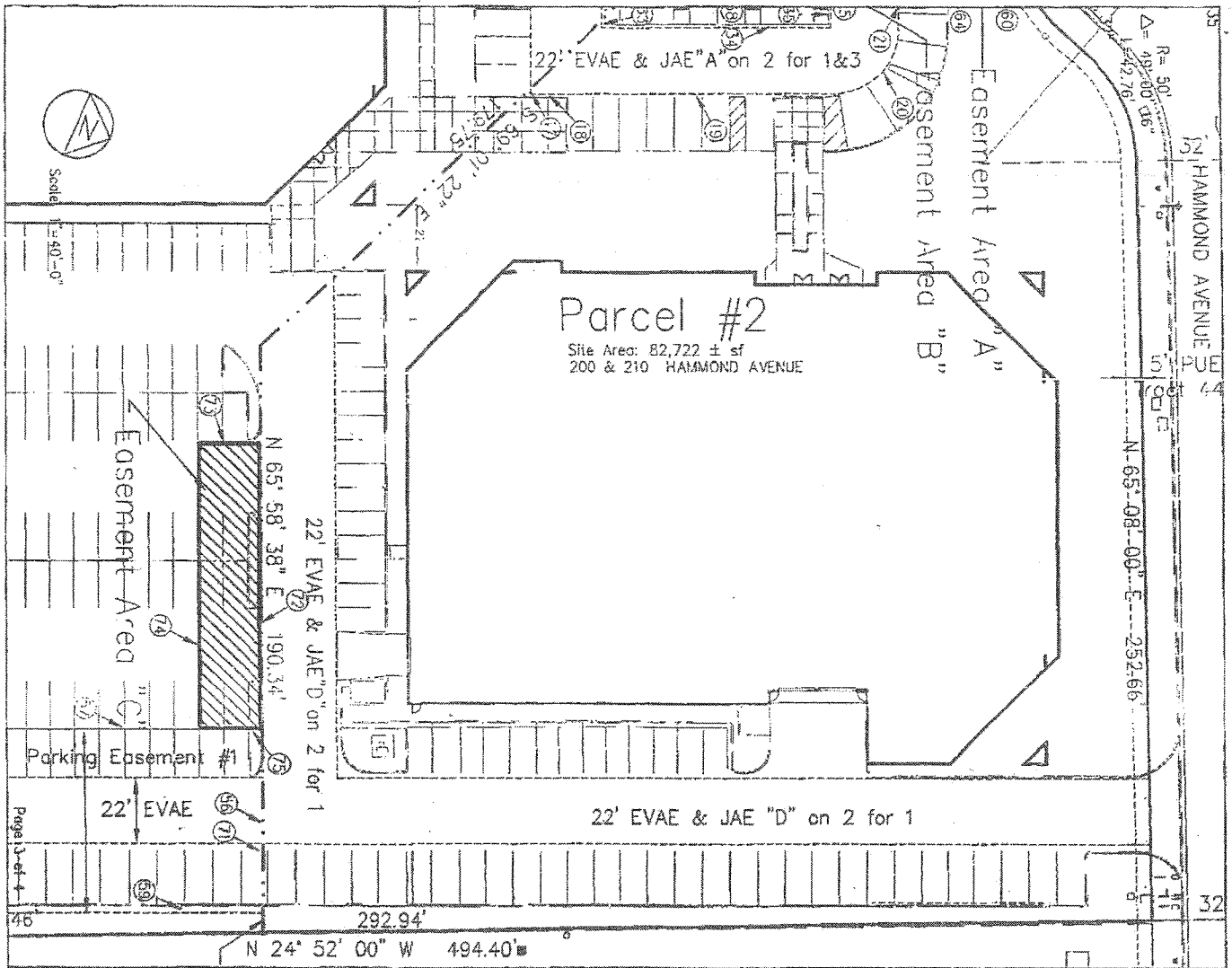
See Page #3



Key Site Plan

Scale: 1" = 100'-0"





LINE & CURVE DATA

Existing EAVE'S AND JAE'S

- ⑨ $\Delta=17^{\circ}56'21''$ R=75.00' L=23.48'
- ⑩ S. 24°01'22" E. 34.77'
- ⑪ S. 65°58'38" W. 22.05'
- ⑫ S. 65°58'38" W. 20.03'
- ⑬ $\Delta=90^{\circ}00'00''$ R=22.00' L=34.56'
- ⑭ S. 24°01'22" E. 87.71'
- ⑮ S. 24°01'22" E. 11.00'
- ⑯ N. 65°58'38" E. 148.56'
- ⑰ N. 65°58'38" E. 1.52'
- ⑱ N. 24°01'22" W. 11.00'
- ⑲ N. 24°01'22" W. 87.71'
- ⑳ $\Delta=90^{\circ}00'00''$ R=22.00' L=34.56'
- ㉑ S. 65°58'38" W. 16.05'
- ㉒ S. 65°58'38" W. 25.95'
- ㉓ N. 24°01'22" W. 33.98'
- ㉔ $\Delta=16^{\circ}52'42''$ R=75.00' L=22.09'
- ㉕ S. 65°58'38" W. 22.05'
- ㉖ S. 65°58'38" W. 20.03'
- ㉗ S. 24°01'22" E. 76.71'
- ㉘ N. 65°58'38" E. 20.03'
- ㉙ N. 65°58'38" E. 22.05'
- ㉚ N. 24°01'22" W. 76.71'
- ㉛ S. 24°01'22" E. 76.71'
- ㉜ N. 65°58'38" E. 40.48'
- ㉝ N. 65°58'38" E. 1.52'
- ㉞ N. 24°01'22" W. 76.71'
- ㉟ S. 65°58'38" W. 16.05'
- ㊱ S. 65°58'38" W. 25.95'

Parking Easement "A"

- ⑥① S. 24°01'22" E. 22.82'
- ⑥② S. 65°58'38" W. 17.00'
- ⑥③ S. 24°01'22" E. 19.00'
- ⑥④ N. 65°58'38" E. 17.00'
- ⑥⑤ N. 24°01'22" W. 19.00'

Parking Easement "B"

- ⑥⑥ N. 24°01'22" W. 22.00'
- ⑥⑦ S. 65°58'38" W. 25.95'
- ⑥⑧ S. 24°01'22" E. 46.66'
- ⑥⑨ N. 65°58'38" E. 25.95'
- ⑥⑩ N. 24°01'22" W. 46.66'

Parking Easement "C"

- ⑦① S. 65°58'38" W. 67.90'
- ⑦② S. 65°58'38" W. 96.00'
- ⑦③ S. 24°01'22" E. 20.75'
- ⑦④ N. 65°58'38" E. 96.00'
- ⑦⑤ N. 24°01'22" W. 20.75'

Existing Parking Easement #1

- ⑤⑤ N. 65°58'38" E. 6.50'
- ⑤⑥ N. 65°58'38" E. 61.50'
- ⑤⑦ S. 24°01'22" E. 116.50'
- ⑤⑧ N. 65°58'38" E. 61.50'
- ⑤⑨ S. 24°01'22" E. 116.50'

LICENSE AGREEMENT FOR SHARED PARKING

THIS LICENSE AGREEMENT FOR SHARED PARKING is made and entered into as of September 3, 2012 (the "Effective Date") between BURNSIDES VENTURES, LLC, hereinafter "Licensor", and HARVEST HOUSE CHURCH, A NON-PROFIT CORPORATION hereinafter "Licensee", and the CITY OF FREMONT, a Municipal Corporation, hereinafter "City".

Recitals

A. Licensor owns property in the City of Fremont located at 47911 Westinghouse Drive, Fremont, CA and described as per Exhibit A, hereinafter "Licensor's property". Licensee owns property in the City of Fremont located at 200-210 Hammond Avenue, Fremont, CA and described as per Exhibit B, hereinafter, "Licensee's property".

B. Licensee intends to operate religious assembly and related uses on the Licensee's property but may not be able to provide on that property the full number of parking spaces needed to meet City's zoning requirements.

C. The City of Fremont ("the City") has granted Licensee a waiver of the otherwise required number of parking spaces required for the uses on Licensee's property, conditional upon Licensee obtaining ninety-seven (97) parking spaces from the Licensor's property; this License Agreement is intended to satisfy that condition of approval.

Handwritten: \$1,000.

Agreement

NOW, THEREFORE, in consideration of Licensee agreeing to pay Licensor Seven Hundred Fifty Dollars (\$750) on a monthly basis, and the covenants herein, Licensor agrees to permit Licensee to use ninety-seven (97) parking spaces on the following terms and conditions:

1. Licensor grants to Licensee, and Licensee accepts from Licensor, a ~~personal, nonexclusive, and nontransferable limited license and right to use~~ ninety-seven (97) specified parking spaces on Licensor's property, the ninety-seven (97) parking spaces depicted as the highlighted area on Exhibit C, for parking purposes and no other uses, on the terms hereinafter set forth.

2. This Agreement for use of the ninety-seven (97) specified parking spaces shall be valid only during the times permitted hereby, shall commence on the date that Licensee receives its Certificate of Occupancy for its building and shall continue on a year to year basis provided that a written notice of renewal is signed by the Licensor, Association and Licensee and a copy thereof delivered to the City at least 90 days prior to the expiration of each annual period, subject to the early termination rights hereinafter provided.

3. The ninety-seven (97) specified parking spaces shall be available year-round, on every Friday between the hours of 5:00 PM and 11:59 PM, and Sunday between the hours of 9:00 AM and 2:00 PM and up to four (4) Saturday's annually between the hours of 9:00 AM and 11:59 PM for the use of the customers and/or visitors of Licensee.

4. Licensee shall have no payment obligation to Licensor or the Association with respect to the uses permitted hereunder, except as expressly set forth herein.

5. Licensee shall be responsible for any and all costs associated with providing said parking for the days and times indicated herein.

6. Licensee shall be responsible for any increases in real estate taxes solely arising from Licensee's usage of the ninety-seven (97) specified parking spaces pursuant to this Agreement. No facility lighting shall be required due to the hours of permitted use.

7. Licensee and Licensor reserve the right to tow vehicles improperly parked or abandoned, at the expense of the party whose employees, tenants or invitees have parked in violation of this license.

8. Licensor and Licensee agree to provide their reasonable cooperation to permit the mutual use of the facilities without disrupting the other parties. The parties agree to meet on occasion to work out any problems that may arise as to the shared use.

9. At their expense, Licensor and Licensee agree to maintain liability insurance for their respective portions of the parking facilities. Licensee shall designate Licensor as an additional insured on its liability insurance policy covering the parking lot in an amount to be reasonably approved by Licensor and the Association, and Licensee shall provide Licensor with a certificate of insurance evidencing such coverage within thirty (30) days upon the execution of this Agreement.

10. Licensee agrees to indemnify, defend and hold harmless Licensor and its affiliates and their employees, agents, officers and directors from any costs, claims, damages or liabilities, including but not limited to mechanic's liens, personal injury, property damage and attorney's fees and costs arising out of entry upon and use of Licensor's property pursuant to this Agreement.

11. The parking rights herein granted may be terminated at any time within an annual period by either Licensor or Licensee with or without cause; provided, however, no such termination shall be effective until the expiration of a thirty (30) day period following Licensor's delivery of such written notice to both Licensee and City. Any such notice shall be addressed as follows:

Licensors	Licensee	City

Every party shall provide notice in writing of any change of ownership or change of address to every other party to this agreement.

a) Licensee agrees and acknowledges that, in the event the parking rights herein granted are terminated, Licensee must make a good faith effort to obtain rights to use parking spaces, by way of a new off-site parking agreement, in a number equal to the number of parking spaces lost by the termination of this agreement; or

b) Obtain a finding, variance or other determination by the City's Zoning Administrator.

12. This Agreement shall benefit and be enforceable by City as well as the other parties to it and shall be recorded in the County of Alameda Recorder's Office.

13. In the event that the parking rights herein granted are terminated, and the City is so notified, City and Licensee shall promptly provide to Licensors with a quitclaim deed or other appropriate written acknowledgment of the termination in recordable form upon receipt of such notice.

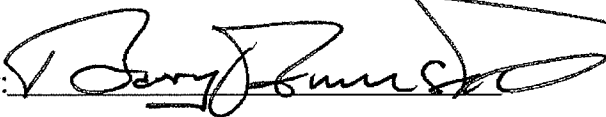
14. This Agreement shall run with the properties affected and shall be enforceable by and against their respective successors, heirs and assignees.

15. In the event of any dispute arising under this Agreement or relating to the uses permitted hereunder the prevailing party shall be entitled to recover from the nonprevailing party its costs and expenses of enforcing its rights hereunder including its actual attorney's fees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date set forth at the outset hereof.

Dated 9-14-2012

LICENSOR: BURNSIDES VENTURES, LLC

By: 

Dated _____

LICENSEE:
HARVEST HOUSE CHURCH

Dated _____

By: _____

By: _____

Dated _____

CITY OF FREMONT

By: _____

[illegible]

